

LANE & MITTENDORF

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OCT 15 1987 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

October 15, 1987

BY HAND

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and
Constitution Avenue, N.W.
Washington, D.C. 20423

No. 7-288A045

Date OCT 15 1987

Fee \$ 10.00

ICC Washington, D.C.

TOO OFFICE OF
THE SECRETARY
OCT 15 3 09 PM '87
MOTOR OPERATING UNIT

Dear Ms. McGee:

I have enclosed an original and three (3) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement (Railroad Equipment), a primary document, dated October 9, 1987.

The names and addresses of the parties to the document are as follows:

Debtors:

TransAmerican Natural Gas Corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc.) - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

TransAmerican Pipeline Corporation (formerly known as GHR Pipeline Corp. and Southern Pipe Line Corporation) - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

TransAmerican Gas Transmission Corporation (formerly known as GHR Transmission Corp. and Southern Gas Transmission Company) - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

Laredo Exploration, Inc. - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

C. Lynn Lupton
Mr. Lupton

Ms. Noreta R. McGee
October 15, 1987
Page 2

Southern Petroleum Trading Company, Ltd. - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

Southern States Exploration, Inc. - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

Southern States, Inc. - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

TransAmerican Refining Corporation - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

JRS Realty, Inc. - 140 Cypress Station Drive, Suite 200, Houston, Texas 77090

Secured Parties:

First RepublicBank Dallas, National Association, as institutional trustee - Corporate Trust Dept., One Dallas Centre, 350 N. St. Paul St., Dallas, Texas 75201

Richard J. Noblett, as individual trustee - c/o First RepublicBank Dallas, National Association, Corporate Trust Dept., One Dallas Centre, 350 N. St. Paul St., Dallas, Texas 75201

A certified check for your fee in the amount of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Liddell, Sapp & Zivley, 3400 Texas Commerce Tower, Houston, Texas 77002, Attn: Mr. James W. Robertson.

A description of the equipment covered by the document follows: all railroad cars and other railroad equipment, intended for use related to interstate commerce, or interests therein owned by TransAmerican Natural Gas Corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc.), TransAmerican Pipeline Corporation (formerly known as GHR Pipeline Corp. and Southern Pipe Line Corporation), TransAmerican Gas Transmission Corporation (formerly known as GHR Transmission Corp. and Southern Gas Transmission Company), Laredo Exploration, Inc., Southern Petroleum Trading Company, Ltd., Southern States Exploration, Inc., Southern States, Inc., TransAmerican Refining Corporation, and JRS Realty, Inc., at the date of said Security Agreement (Railroad Equipment) or thereafter acquired by them or any of them, including without limitation the following seventeen (17) steel pressure, non-insulated LPG tank cars, A.A.R. Car Type Code T-389, A.A.R. Mechanical Designation T, having a truck capacity of approximately 100 tons (each), a light weight of approximately 104,000 pounds (each), and a capacity volume of approximately 34,000 gallons or 284,000 pounds (each), bearing the following listed respective railroad

Ms. Noreta R. McGee
October 15, 1987
Page 3

recording marks, serial numbers and U.S. Department of Transportation ("D.O.T.") numbers, and bearing no other common special identifying marks:

<u>CAR #</u>	<u>SERIAL #</u>	<u>D.O.T. #</u>
GHRX 112	426750	112J34OW
GHRX 113	426747	112J34OW
GHRX 114	426742	112J34OW
GHRX 115	426748	112J34OW
GHRX 117	426752	112J34OW
GHRX 118	426757	112J34OW
GHRX 120	426758	112J34OW
GHRX 121	426766	112J34OW
GHRX 122	426760	112J34OW
GHRX 123	426763	112J34OW
GHRX 124	426765	112J34OW
GHRX 125	426767	112J34OW
GHRX 128	426774	112J34OW
GHRX 129	426775	112J34OW
GHRX 131	426776	112J34OW
GHRX 133	426771	112J34OW
GHRX 136	426781	112J34OW

A short summary of the document to appear in the index follows: Security Agreement (Railroad Equipment) between TransAmerican Natural Gas Corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc.), whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, TransAmerican Pipeline Corporation (formerly known as GHR Pipeline Corp. and Southern Pipe Line Corporation), whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, TransAmerican Gas Transmission Corporation (formerly known as GHR Transmission Corp. and Southern Gas Transmission Company), whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, Laredo Exploration, Inc., whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, Southern Petroleum Trading Company, Ltd., whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, Southern States Exploration, Inc., whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, Southern States, Inc., whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, TransAmerican Refining Corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090 and JRS Realty, Inc., whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, as Debtors, and First RepublicBank Dallas, National Association, as institutional trustee, whose address is Corporate Trust Dept., One Dallas Centre, 350 N. St. Paul St., Dallas, Texas 75201, and Richard J. Noblett, as individual trustee, whose address is c/o First RepublicBank Dallas, National Association, Corporate Trust

Ms. Noreta R. McGee
October 15, 1987
Page 4

Dept., One Dallas Centre, 350 N. St. Paul St., Dallas, Texas 75201, as Secured Parties, dated October 9, 1987. The aforesaid Security Agreement (Railroad Equipment) covers (in addition to the property described in the immediately following sentence) those seventeen (17) certain steel pressure, non-insulated LPG tank cars bearing the following car numbers, serial numbers and D.O.T. numbers:

<u>CAR #</u>	<u>SERIAL #</u>	<u>D.O.T. #</u>
GHRX 112	426750	112J34OW
GHRX 113	426747	112J34OW
GHRX 114	426742	112J34OW
GHRX 115	426748	112J34OW
GHRX 117	426752	112J34OW
GHRX 118	426757	112J34OW
GHRX 120	426758	112J34OW
GHRX 121	426766	112J34OW
GHRX 122	426760	112J34OW
GHRX 123	426763	112J34OW
GHRX 124	426765	112J34OW
GHRX 125	426767	112J34OW
GHRX 128	426774	112J34OW
GHRX 129	426775	112J34OW
GHRX 131	426776	112J34OW
GHRX 133	426771	112J34OW
GHRX 136	426781	112J34OW

Included in the property covered by the aforesaid Security Agreement (Railroad Equipment) are railroad cars and other rolling stock intended for use related to interstate commerce, or interests therein, owned by TransAmerican Natural Gas Corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc.), TransAmerican Pipeline Corporation (formerly known as GHR Pipeline Corp. and Southern Pipe Line Corporation), TransAmerican Gas Transmission Corporation (formerly known as GHR Transmission Corp. and Southern Gas Transmission Company), Laredo Exploration, Inc., Southern Petroleum Trading Company, Ltd., Southern States Exploration, Inc., Southern States, Inc., TransAmerican Refining Corporation, and JRS Realty, Inc. or any of them at the date of said Security Agreement (Railroad Equipment) or thereafter acquired by them or any of them.

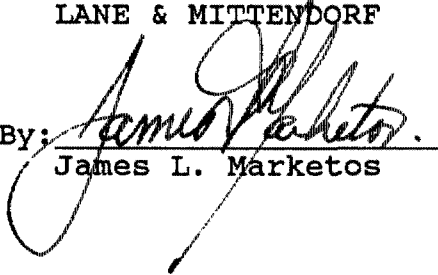
Ms. Noreta R. McGee
October 15, 1987
Page 5

I certify that I have knowledge of the foregoing, and
that I am the duly authorized attorney for the above-named
Debtors.

Very truly yours,

LANE & MITTENDORF

By:


James L. Marketos

JLM/sdp
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/15/87

James L. Marketos
Lane & Mittendorf
1750 K St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/15/87 at 3:15pm, and assigned re-recording number(s). 15332

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

1 5332

RECORDATION NO. _____ Filed 1429

OCT 15 1987 -3 15 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT
(RAILROAD EQUIPMENT)

among

TRANSAMERICAN NATURAL GAS CORPORATION

and

CERTAIN SUBSIDIARIES AND AFFILIATES
OF TRANSAMERICAN NATURAL GAS CORPORATION

and

FIRST REPUBLICBANK DALLAS, NATIONAL ASSOCIATION,
as Institutional Trustee

and

RICHARD J. NOBLETT, as Individual Trustee

Dated as of October 9, 1987

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SECURITY AGREEMENT (RAILROAD EQUIPMENT)

THIS SECURITY AGREEMENT (RAILROAD EQUIPMENT), dated as of October 9, 1987 (herein, as amended or modified and in effect from time to time, called this "Agreement") is entered into among TRANSAMERICAN NATURAL GAS CORPORATION, a Texas corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc. and herein, together with any successor by merger or other corporate reorganization, called the "Company") and each Subsidiary (this and other capitalized terms herein being defined in the exhibit referred to in Section 1) and Affiliate of the Company listed on the signature pages hereto (herein, together with the Company, collectively called the "Debtors" and individually called a "Debtor"), FIRST REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking institution, not in its individual capacity but solely as Institutional Trustee under the Collateral Trust Agreement (herein, together with its successors in such capacity, called the "Institutional Trustee"), and RICHARD J. NOBLETT, not in his individual capacity but solely as Individual Trustee under the Collateral Trust Agreement (herein, together with his successors in such capacity, called the "Individual Trustee"; the Institutional Trustee and the Individual Trustee being herein collectively called the "Trustees" and individually called a "Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to the Plan, each Debtor is required to grant to the Trustees, subject to the terms and conditions of the Collateral Trust Agreement, dated as of even date herewith (herein, as amended or modified and in effect from time to time, called the "Collateral Trust Agreement"), among the Debtors and the Trustees, a first priority security interest in substantially all of the Property of such Debtor to secure the Secured Obligations; and

WHEREAS, the right, title and interest of the Trustees in this Agreement is a part of the Collateral;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions; Incorporation of Collateral Trust Agreement.

(a) Capitalized terms used but not otherwise defined herein shall have the meanings assigned to those terms in Exhibit A to the Plan (as defined in the Collateral Trust Agreement), and such Exhibit A is incorporated herein by reference as though set forth in full herein.

(b) The term "Railroad Equipment" shall mean all railroad cars and other railroad equipment, including without limitation railroad cars and railroad equipment described on Schedule I hereto, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of such Railroad Equipment, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessories and accumulations to, any and all of such Railroad Equipment.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and section and schedule references are to sections and schedules of this Agreement unless otherwise specified.

(d) Unless otherwise defined herein, all terms defined in Article 9 of the UCC are used herein as therein defined.

(e) This Agreement is a Collateral Trust Document executed pursuant to, referred to in, and entitled to the benefits of the Collateral Trust Agreement. The Uniform Schedule, the Collateral Trust Agreement and the Paying Agency Agreement are hereby incorporated by reference into, and made a part of, this Agreement. This Agreement shall be interpreted as if the provisions of, and the rights and remedies provided under, the Uniform Schedule, the Collateral Trust Agreement and the Paying Agency Agreement were set forth in full herein; provided, however, that the provisions of, and the rights and remedies provided under, this Agreement are cumulative and are not exclusive of any rights or remedies provided under any other Collateral Trust Document.

2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all Secured Obligations, each Debtor hereby mortgages, transfers, assigns and pledges to the Trustees, and grants to the Trustees a security interest in, all of such Debtor's right, title and interest in, to and under the Railroad Equipment, and all products and proceeds thereof.

3. Continuing Liability. Each Debtor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each contract, agreement, interest or obligation relating to the Railroad Equipment, or as to which a security interest has been granted, to the Trustees hereunder to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with and pursuant to the terms and provisions thereof. Neither the Trustees nor any Obligee shall have any duty, responsibility, obligation or liability under any such

contract, agreement, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Trustees or the granting to the Trustees of a security interest therein or the receipt by the Trustees, the Paying Agent or any Obligee of any payment relating to any such contract, agreement, interest or obligation pursuant hereto, nor shall the Trustees, the Paying Agent or any Obligee be required or obligated in any manner to perform or fulfill any of the obligations of such Debtor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by them or it or the sufficiency of any performance by any party under any such contract, agreement, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to them or it, in which they have been granted a security interest or to which they or it may be entitled at any time or times.

4. Proceeds of Security; Rights Upon Default.

(a) If a Period of Actionable Default shall have commenced and be continuing, the Trustees may exercise, in addition to all other rights and remedies granted to them in the Plan, this Agreement and the other Collateral Trust Documents, all rights and remedies of secured parties under the UCC and any other applicable law as in effect in any relevant jurisdiction. Without limiting the foregoing, each Debtor expressly agrees that in any such event each Trustee, without demand, presentment or protest to or upon any Debtor or any other Person (all and each of which demands, presentment, and protest are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Security, or any part thereof, and/or may forthwith, in a commercially reasonable manner, sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver the Railroad Equipment (or contract to do so), or any part thereof, in one or more parcels at one or more public or private sales or other dispositions, at any exchange, any broker's board, any of the Trustee's offices, any Debtor's premises or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or other consideration or on credit (provided that such credit is secured by the property so disposed of), or for future delivery without assumption of any credit risk, with the right to the Trustees or any Obligee, to the extent permitted by applicable law, upon any such sale or disposition, public or private, to purchase the whole or any part of said Railroad Equipment so sold or conveyed. Each Debtor further agrees, at either Trustee's request and at such Debtor's expense, to assemble the Railroad Equipment, and to make it available to the Trustees at places which the Trustees shall reasonably select, whether at such

Debtor's premises or elsewhere. The Institutional Trustee shall deposit the net proceeds of any such collection, recovery, receipt, appropriation, realization, sale or other disposition in the Accounts pursuant to the Paying Agency Agreement. In the event of a sale of the Railroad Equipment to an Obligee following the occurrence of an Event of Default, such Obligee shall not deduct or offset from any part of the purchase price to be paid therefor any indebtedness owing to it by any Debtor.

(b) Unless any Property constituting part of the Railroad Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustees will give the Debtors reasonable notice of the time and place of any public sale or other disposition or of the time after which any private sale or other disposition of such Property is to be made. Each Debtor agrees that ten days' notice from either Trustee of the time and place of any public sale or other disposition or of the time after which a private sale or other intended disposition may take place shall be commercially reasonable notification of such matters. With respect to any sale or other disposition of any Property constituting part of the Railroad Equipment, no notification need be given to any Debtor other than the Company and the Debtors which have granted the Trustees a Lien on such Property and, notwithstanding the foregoing, no notification need be given to any Debtor which has signed, after the occurrence of an Event of Default, a statement renouncing any right to notification of sale or other disposition.

5. Information. The Trustees or any of the Trustees' officers, employees, agents or auditors shall have the right at any time or times hereafter (which right shall be exercised in a reasonable manner and at reasonable times) to verify from any relevant Person the validity and amount or any other matter (including, without limitation, the assertion by Account Debtors of claims, offsets or counterclaims) with respect to any of the Security in which such Person has an interest, by mail, telephone, telegraph or otherwise.

6. Limitations. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of the Plan, the Collateral Trust Agreement or law, and all the provisions of this Agreement are intended to be subject to all such applicable mandatory provisions which may be controlling and limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

7. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Secured Obligees and their respective successors and assigns and nothing herein or in the Plan, the Collateral Trust Agreement or any other Collateral Trust Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of the Plan, this Agreement, any other Collateral Trust Document or any Collateral.

8. Survival of Certain Provisions. The waivers provided for in Section 4 of this Agreement shall survive any reversion of the Collateral to the Debtors or termination of this Agreement.

9. Notices. All notices, requests, demands and other communications hereunder shall be given as provided in Section 12.01 of the Plan.

10. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws of the State of Texas without reference to principles of conflict of laws, except as required by mandatory provisions of law.


11. Special Provisions as to Louisiana Collateral. With respect to this Agreement, insofar as the Security consists of Louisiana Collateral, the general language of conveyance to the Trustees in this Agreement is intended and shall be construed as words of pledge and pawn under the laws of the State of Louisiana, and the Trustees shall be entitled to all the rights and remedies of a pledgee of the Louisiana Collateral pursuant to Louisiana law. For the purposes of Louisiana law, the maximum amount of all Obligations to be secured by the pledge of the Louisiana Collateral is fixed at \$1,600,000,000.

12. Proceeds. The security interests granted hereunder shall include proceeds and products of the items set forth in Section 2 hereof, whether such proceeds and products arise before or after the commencement of a case under any applicable bankruptcy law by or against any Debtor, as debtor.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed and delivered

by their duly authorized officers as of the date first set forth above.


TRANSAMERICAN NATURAL GAS
CORPORATION, formerly known as
GHR Energy Corp. and Good
Hope Refineries, Inc.

By: 
David S. Gamble,
Executive Vice President

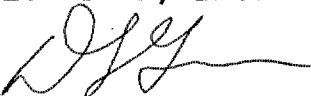
TRANSAMERICAN PIPELINE CORPORATION,
formerly known as GHR Pipeline
Corp. and Southern Pipe Line
Corporation

By: 
David S. Gamble,
Executive Vice President


TRANSAMERICAN GAS TRANSMISSION
CORPORATION, formerly known as
GHR Transmission Corp. and
Southern Gas Transmission Company

By: 
David S. Gamble,
Executive Vice President


LAREDO EXPLORATION, INC.

By: 
David S. Gamble,
Executive Vice President

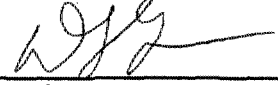
SOUTHERN PETROLEUM TRADING COMPANY, LTD.

By: 
David S. Gamble,
Executive Vice President


SOUTHERN STATES EXPLORATION, INC.

By: 
David S. Gamble,
Executive Vice President


SOUTHERN STATES, INC.

By: 
David S. Gamble,
Executive Vice President

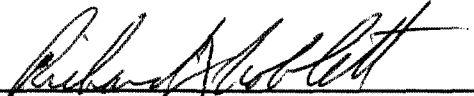
JRS REALTY, INC.

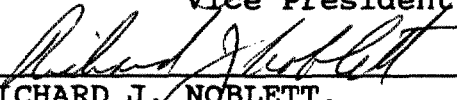
By: 
David S. Gamble,
Executive Vice President

TRANSAMERICAN REFINING
CORPORATION

By: 
David S. Gamble,
Executive Vice President

FIRST REPUBLICBANK DALLAS, NATIONAL
ASSOCIATION, as Institutional Trustee

By: 
Richard J. Noblett,
Vice President


RICHARD J. NOBLETT,
as Individual Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

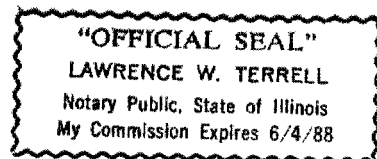
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of TransAmerican Natural Gas Corporation, a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

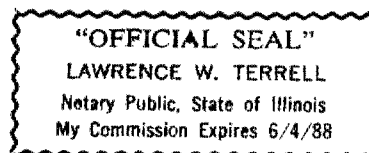
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of TransAmerican Pipeline Corporation, a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

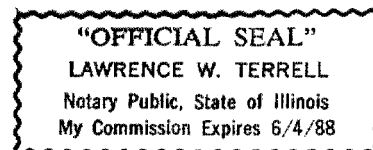
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of TransAmerican Gas Transmission Corporation, a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

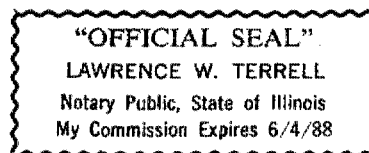
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of Laredo Exploration, Inc., a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

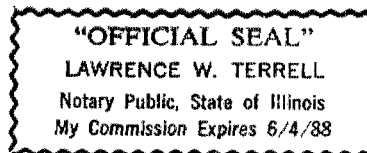
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of Southern Petroleum Trading Company, Ltd., a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.
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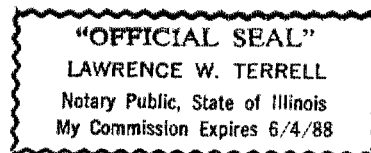
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of Southern States Exploration, Inc., a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

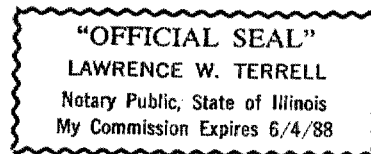
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of Southern States, Inc., a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

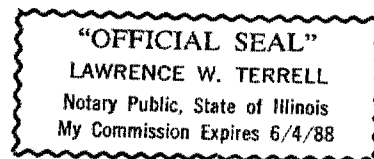
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this //th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of JRS Realty, Inc., a Massachusetts corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

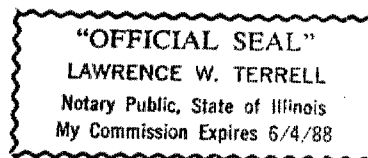
BE IT REMEMBERED that I, Lawrence W. Terrell, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11th day of October, 1987, there appeared before me David S. Gamble, the Executive Vice President of TransAmerican Refining Corporation, a Texas corporation, whose address is 140 Cypress Station Drive, Suite 200, Houston, Texas 77090, such corporation being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation set opposite his name on behalf of said corporation.

WITNESS my hand and official seal.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

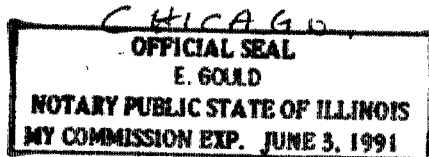
BE IT REMEMBERED that I, E. GOULD, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 10th day of October, 1987, there appeared before me Richard J. Noblett, Vice President of First Republic Bank Dallas, National Association, Institutional Trustee, whose address is First Republic Bank Dallas, National Association, Corporate Trust Department, One Dallas Centre, 350 North St. Paul Street, Dallas, Texas 75201, such association being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the association set opposite his name on behalf of said association.

WITNESS my hand and official seal.

E. Gould
Notary Public

Residing at 5602 N. RIDGE



STATE OF ILLINOIS

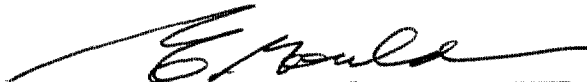
COUNTY OF COOK

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) SS.
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BE IT REMEMBERED that I, E. GOULD, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 10TH day of October, 1987, there appeared before me Richard J. Noblett, Individual Trustee, whose address is First Republic Bank Dallas, National Association, Corporate Trust Department, One Dallas Centre, 350 North St. Paul Street, Dallas, Texas 75201, such person being a party to the foregoing instrument.

ILLINOIS The foregoing instrument was acknowledged before me this day by said person as the designated officer of the association set opposite his name on behalf of said association.

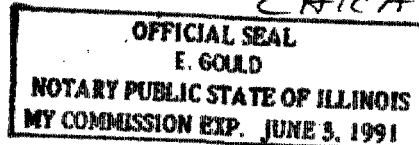
WITNESS my hand and official seal.



Notary Public

Residing at 5602 N. R. DGE

CHICAGO.



STATE OF ILLINOIS

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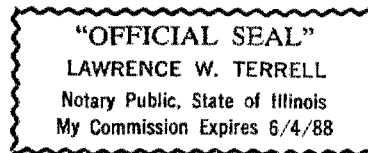
COUNTY OF COOK

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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of TransAmerican Natural Gas Corporation, a Texas corporation, on behalf of said corporation.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS

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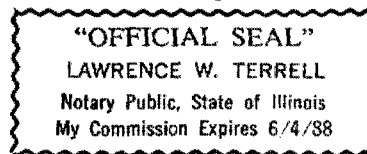
COUNTY OF COOK

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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of TransAmerican Pipeline Corporation, a Texas corporation, on behalf of said corporation.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS

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COUNTY OF COOK

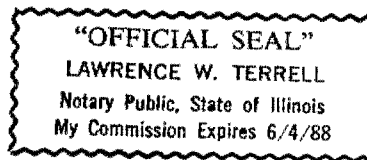
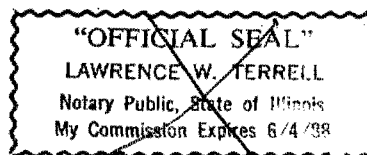
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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of TransAmerican Gas Transmission Corporation, a Texas corporation, on behalf of said corporation.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS

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COUNTY OF COOK

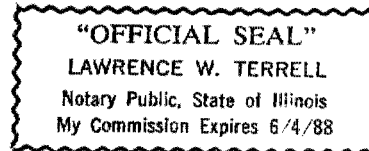
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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of Laredo Exploration, Inc. a Texas corporation, on behalf of said corporation.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois

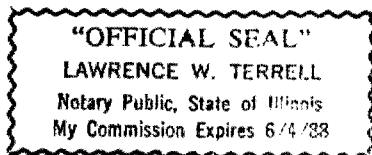


STATE OF ILLINOIS

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COUNTY OF COOK

This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of Southern Petroleum Trading Company, Ltd., a Texas corporation, on behalf of said corporation.



Lawrence W. Terrell
Notary Public

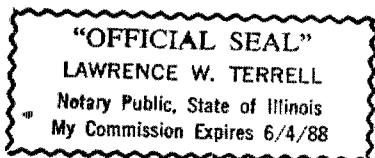
Residing at Chicago, Illinois

STATE OF ILLINOIS

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COUNTY OF COOK

This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of Southern States Exploration, Inc., a Texas corporation, on behalf of said corporation.



Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois

STATE OF ILLINOIS

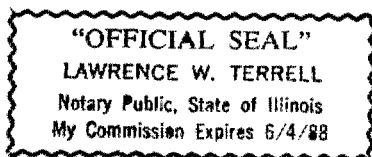
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COUNTY OF COOK

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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of Southern States, Inc., a Texas corporation, on behalf of said corporation.



Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois

STATE OF ILLINOIS

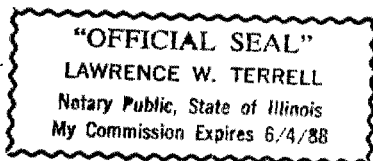
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COUNTY OF COOK

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This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of JRS Realty, Inc., a Massachusetts corporation, on behalf of said corporation.



Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois

STATE OF ILLINOIS

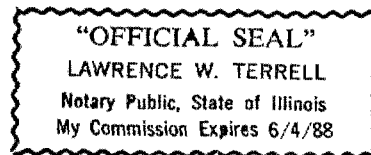
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COUNTY OF COOK

This instrument was acknowledged before me on the 11th day of October, 1987, by David S. Gamble, the Executive Vice President of TransAmerican Refining Corporation, a Texas corporation, on behalf of said corporation.

Lawrence W. Terrell
Notary Public

Residing at Chicago, Illinois



STATE OF ILLINOIS

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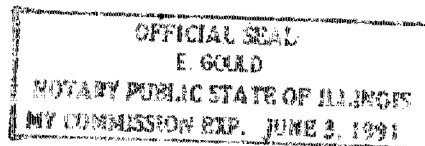
COUNTY OF COOK

This instrument was acknowledged before me on the 10th day of October, 1987, by Richard J. Noblett, the Vice President of First Republic Bank Dallas, National Association, a national banking association, on behalf of said association, and the association acknowledged this instrument as Institutional Trustee.

E. Gould

Notary Public

Residing at 5602 N. RIDGE
CHICAGO.



STATE OF ILLINOIS

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COUNTY OF COOK

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This instrument was acknowledged before me on the 10th day of October, 1987, by Richard J. Noblett as Individual Trustee.

E. Gould
Notary Public

Residing at 5602 N. RIDGE



LPG TANK CARS

CAR #	SERIAL #	** D.O.T. #	LOCATION	CAPACITY
GHRX 112	426 750	112J340W	Refinery*	34,000 Gallons
GHRX 113	426 747	" "	" "	" "
GHRX 114	426 742	" "	" "	" "
GHRX 115	426 748	" "	" "	" "
GHRX 117	426 752	" "	" "	" "
GHRX 118	426 757	" "	" "	" "
GHRX 120	426 758	" "	" "	" "
GHRX 121	426 766	" "	" "	" "
GHRX 122	426 760	" "	" "	" "
GHRX 123	426 763	" "	" "	" "
GHRX 124	426 765	" "	" "	" "
GHRX 125	426 767	" "	" "	" "
GHRX 128	426 774	" "	" "	" "
GHRX 129	426 775	" "	" "	" "
GHRX 131	426 776	" "	" "	" "
GHRX 133	426 771	" "	" "	" "
GHRX 136	426 781	" "	" "	" "
TOTAL 17				

The 17 LPG Tank Cars covered hereby bear the respective railroad recording marks, serial numbers and **U.S. Department of Transportation numbers listed for each in the first, second and third columns above. Each is owned by TransAmerican Natural Gas Corporation (formerly known as GHR Energy Corp. and Good Hope Refineries, Inc.). On October 12, 1987, each was located at the *Refinery, 257 Prospect Avenue, Good Hope, Louisiana 70079, although each is mobile and movable and the security interest granted hereby shall not be affected or impaired by movement of any or all of them. There is no common special identifying mark on the cars. Certain other characteristics common to all 17 cars are as follows:

Trucks capacity
Light weight
Capacity volume

Approximately 100 tons
Approximately 104,000 pounds
Approximately 34,000 gallons
or 284,000 pounds